

FEDERAL FACILITY COMPLIANCE AGREEMENT

between

DEPARTMENT OF THE NAVY,

PUGET SOUND NAVAL SHIPYARD & INTERMEDIATE MAINTENANCE FACILITY

and

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10

EPA Docket No. CWA-10-2009-0167

I. SCOPE AND PURPOSE

1. The express purpose of this Federal Facility Compliance Agreement ("Agreement") is to further the goals of the Clean Water Act ("Act"), specifically Sections 101, 301, 307, and 313 of the Act, 33 U.S.C. §§ 1251, 1311, 1317, and 1323. It is the objective of all provisions and obligations of this Agreement to cause the Permittee, United States Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility at Bremerton ("PSNS & IMF"),¹ to come into and remain in full compliance with all applicable federal, state, and local laws and regulations governing the discharge of pollutants into waters of the United States, at its Bremerton, Washington facility ("Facility") as required by Section 313 of the Clean Water Act, 33 U.S.C. § 1323.

¹

On May 15, 2003, the facility's command name was changed from "Puget Sound Naval Shipyard" to "Puget Sound Naval Shipyard and Intermediate Maintenance Facility" ("PSNS & IMF") to reflect the consolidation of two formerly separate activities under one commanding officer. The term PSNS & IMF is used in the title of and throughout this Agreement, however, to refer only to the shipyard located in Bremerton, Washington.

II. PARTIES

2. The Parties to this Agreement are the United States Environmental Protection Agency, Region 10 ("EPA") and PSNS & IMF.
3. PSNS & IMF's officers, agents, contractors, servants, employees, successors, assigns, and all persons, departments, agencies, firms, and corporations in active concert or participation with them will take all necessary steps to ensure compliance with the provisions of this Agreement. PSNS & IMF shall give written notice of this Agreement to any prospective successor in interest. At least ninety (90) calendar days prior to transfer of ownership or operation of the Facility, PSNS & IMF shall give written notice of such transfer or change in ownership or operation to EPA at the address given below.

III. FINDINGS

4. For the purposes of this Agreement, the following constitutes a summary of the findings upon which this Agreement is based. The facts related herein shall not be considered admissions by any Party. This section contains findings of fact determined solely by the Parties and shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.
5. Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant into the waters of the United States by any person except in accordance with other specified sections of the Act, including Section 402, 33 U.S.C. § 1342.
6. Section 402(a) of the Clean Water Act, 33 U.S.C. § 1342(a), provides that the EPA Administrator may issue permits under the National Pollutant Discharge Elimination System ("NPDES") program for the discharge of any pollutant into the waters of the United States upon such specific terms and conditions as the Administrator may prescribe. Each violation of an NPDES permit, and each discharge of pollutant that is not

authorized by an NPDES permit, constitutes a violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a).

7. EPA issued NPDES Permit WA-000206-2 ("Permit") to the United States Department of the Navy, Puget Sound Naval Shipyard, now known as PSNS & IMF, effective April 1, 1994 to April 1, 1999. The Permit has been administratively extended.
8. The Permit specifies the conditions under which PSNS & IMF may discharge dry-dock drainage, non-contact cooling water, treated steam plant wastewater, stormwater runoff, demineralized water, steam condensate, salt water from the supply system, and potable water from the Facility.
9. Part I.A.1.a. of the Permit specifies that the monthly average copper (total recoverable) concentration of the discharge from Outfalls 18, 18A and 96 shall not exceed 0.019 milligrams per liter ("mg/l") or 0.44 pounds per day ("lb/day") cumulative for the three outfalls. Part I.A.1.a. of the Permit also specifies that the daily maximum copper (total recoverable) concentration of the discharge from Outfalls 18, 18A and 96 shall not exceed 0.033 mg/l or 0.77 lb/day cumulative for the three outfalls.
10. Part I.A.1.a. of the Permit specifies that the monthly average copper (total recoverable) concentration of the discharge from Outfall 19 shall not exceed 0.019 mg/l or 0.83 lb/day. Part I.A.1.a. of the Permit also specifies that the daily maximum copper (total recoverable) concentration of the discharge from Outfall 19 shall not exceed 0.033 mg/l or 1.44 lb/day.
11. Part I.A.1.a. of the Permit specifies that the pH of the discharge from Outfall 21 shall not be less than 6.0 standard units nor greater than 9.0 standard units.
12. Part I.A.1.a. of the Permit specifies that the daily maximum oil and grease concentration of the discharge from Outfall 21 shall not exceed 15 mg/l.

13. Part I.A.1.a. of the Permit specifies that the monthly average temperature of the discharge from Outfall 21 during winter shall not exceed 70 degrees Fahrenheit.
14. During the period from May 2003 to July 2008, the Facility reported exceedances of the Permit's effluent limits on seventy-five (75) occasions. The dates of the Discharge Monitoring Reports ("DMRs") in which the violations were reported, the Permit conditions the Facility violated, and information regarding specific exceedances of the Permit are indicated in Enclosure 1.

IV. COMPLIANCE PROGRAM

15. PSNS & IMF agrees to take any and all necessary steps to comply fully with the Permit. PSNS & IMF believes that completion of the following will result in compliance with the Permit. Such steps will include, but not be limited to the following:

ACTIONS AT DRY DOCK OUTFALLS

16. Improve the Efficiency and Effectiveness of the Process Water Collection System (PWCS).
 - a. Modified the dry-dock floor drainage channels in dry-docks 2 and 5 to reduce the water that bypasses the PWCS. In dry-dock 2, PSNS & IMF filled channels on the dry-dock floor that previously drained directly to the bay. In dry-dock 5, the channels collecting dry-dock floor runoff have insufficient slope to ensure proper drainage to the PWCS. PSNS & IMF added pumps and piping to augment the gravity drainage of water. These activities were completed by PSNS & IMF by April 30, 2008.

- b. Increased Diversion Capacity. PSNS & IMF has worked with the Washington State Department of Ecology to modify the PSNS & IMF wastewater discharge permit to increase the amount of water the PWCSs are allowed to divert to the sewer from 260,000 to 400,000 gallons per day. This 53 percent increase in the PWCS diversion capacity increases the ability to divert stormwater run-off during significant rain events. These activities were completed by PSNS & IMF by March 1, 2008.
- c. Lowered Turbidity Set Point. PSNS & IMF has lowered the turbidity set point at which the PWCS will start diverting water to the sewer, which was made possible by the increased sewer allotment noted in Paragraph 16.b. The original turbidity set point was determined based on the tested correlation between turbidity and copper concentration at the NPDES discharge points. Lowering the turbidity set points builds in an additional safety factor to ensure copper contaminated water is properly diverted. This activity was completed by PSNS & IMF by March 1, 2008.
- d. Sewer System Upgrades and Repairs. PSNS & IMF's ability to utilize the PWCS is occasionally limited due to the re-routing of effluent in the sanitary sewer to accommodate sewer system repairs. Therefore, PSNS & IMF has completed the following sewer system upgrades and repairs:
- (1) Upgraded sanitary lift-station #3 to increase pumping capacity to accommodate high flow episodes from the PWCS at dry-dock 6. A lack of pumping capacity at this lift-station interfered with the operation of PWCS at dry-dock 6. This upgrade was completed by PSNS & IMF by October 11, 2008.

- (2) Repaired the sanitary sewer force-main blockage and broken piping between lift-stations 6 and 8. This blockage and break prevented operation of dry-dock 1's PWCS and limited dry-dock 3's PWCS. The blocked sections have been excavated and replaced. The remaining sections have been slip-lined to improve structural integrity and flow rate. This repair was completed by PSNS & IMF by September 30, 2008.

17. Improved Source Control. Since March 2008, PSNS & IMF has been utilizing full containment, shrink-wrap or man-lift containments to prevent copper based anti-fouling paint overspray from reaching the dry-dock floor. For areas of ships' exterior hull that cannot be economically contained, copper based anti-fouling paint will be applied with brushes and rollers. Brush and roller application of paint significantly reduces the amount of paint deposited on the dry-dock floor. These will be implemented as interim actions until improvements in the PWCS and the improved dry-dock floor cleaning process described in Paragraph 18 are implemented.
18. Dry-Dock Cleaning. PSNS & IMF developed and is implementing an improved cleaning and inspection process for the active dry-docks. The process was developed by a cross functional team, consisting of personnel from the Operations Department, Environmental Division, Business Office, Facilities Engineers, Ship's System Engineers and the Temporary Services Shop. A senior manager was assigned to lead this team. This improved process defines the responsibilities and methods for dry-dock cleaning. To evaluate effectiveness, the plan establishes a multi-layered inspection process consisting of weekly inspections by shipyard personnel and monthly compliance inspections by PSNS & IMF's environmental office. The findings of these inspections will be used to determine the frequency and schedule for cleaning because projects differ so greatly. The

process will be promulgated in an official PSNS & IMF guidance document. The cleaning and inspection process for submarines was developed and completed by July 31, 2008, and the process development for aircraft carriers will be completed within two months of the signature dates on this agreement.

ACTIONS AT OUTFALL 021

19. PSNS & IMF has implemented the following improvements to the wastewater treatment plant's material condition and operational procedures. These activities were completed by October 13, 2006, except as noted in Subparagraph a(4).

a. Standard Operating Procedures

- (1) Implemented a contingency plan requiring that improperly functioning pH probes be checked manually prior to every discharge.
- (2) Revised the scheduled operational checks, maintenance, and calibration of plant alarms and interlocks.
- (3) Implemented additional operator log procedures including a requirement for the general foreman to review the logs weekly.
- (4) Changed the discharge temperature logging to correct errors in calculating the daily average temperature. The convention for calculating the monthly average when this exceedance was reported was based upon historical recording practices and calculated an overly conservative monthly average using daily maximums rather than averages. New plant control equipment records the temperature continuously and allows calculating a monthly average based on the daily average temperature. This activity was completed in December 2007.

b. **Material Condition**

- (1) Increased the frequency of replacing or cleaning pH and oil monitoring probes.
- (2) Increased the quantity of pH probes and spare replacement parts for the oil detection system on-hand to allow immediate correction of deficient equipment. Improved the plant monitoring and control system by revising the software to include additional alarms and interlocks, and re-engineered the plant controls to remove the ability to manually override interlocks.
- (3) Clean oil-water separator semi-annually.

20. If it is determined that the completion of these steps does not result in consistent compliance with the Permit's limits set forth in Paragraphs 9 through 13, the Parties will reassess necessary actions and revise this Agreement as necessary.

V. REPORTING AND SAMPLING

21. PSNS & IMF shall submit a written status report to EPA within sixty (60) calendar days after the end of each fiscal year quarter as long as this Agreement is in effect. If required, the first written status report will be due on August 31, 2009. The status report shall be submitted in addition to any other reporting or certification required under this Agreement or pursuant to law, regulation, or the Permit. The status report shall state and describe the cause of each violation of this Agreement since the last report and at a minimum shall include: (1) the deadlines and other milestones which PSNS & IMF was required to meet during the reporting period; (2) the progress it made toward meeting them; (3) the reasons for any noncompliance with this Agreement; and (4) a description of any matters relevant to the status of its compliance with this Agreement.

22. Within 30 days of PSNS & IMF's determination that all compliance activities required under this Agreement had been fully performed, PSNS & IMF shall submit a report, consistent with Paragraph 26, demonstrating that the activities have been completed in full satisfaction of this Agreement. If EPA concludes that the compliance activities have been completed, EPA will so notify PSNS & IMF in writing. If EPA concludes that any portion of the compliance activities has not been completed, EPA will notify PSNS & IMF in writing of the activities that must be undertaken, provided however, that EPA may only require PSNS & IMF to perform activities set forth in Paragraphs 16 through 19. PSNS & IMF shall submit to EPA for approval a schedule for performance of such activities.
23. Notification to EPA of any noncompliance with any provision of this Agreement or anticipated delay in performing any obligation under this Agreement shall not excuse PSNS & IMF's noncompliance or anticipated delay.
24. Unless specified otherwise, written notification to or communication with EPA required by the terms of this Agreement, shall be addressed to EPA as follows:
- Chae Park
NPDES Compliance Unit
Office of Compliance and Enforcement
US EPA - Region 10
1200 Sixth Avenue, Suite 900 (OCE-133)
Seattle, WA 98101
25. Each notification or communication to EPA required by this Agreement shall be deemed submitted on the date it is postmarked, and shall be sent by certified mail, return receipt requested. PSNS & IMF shall maintain records of each notification or communication, together with proof of mailing by certified mail, for the duration of this Agreement.
26. Each report submitted pursuant to this Agreement shall be signed by a principal executive officer of PSNS & IMF, or by his/her duly authorized representative, and contain the

following statements: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person(s) who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations."

VI. EXPIRATION

27. The terms of the agreement shall expire when PSNS & IMF has: (1) obtained coverage under a renewed NPDES permit; or (2) achieved consistent compliance. For the purposes of this Paragraph and Paragraph 20, "consistent compliance" means six consecutive months of compliance with the Permit limits identified in Paragraphs 9 through 13. In no event shall the terms of this agreement expire prior to the completion of the work required by Paragraphs 16 through 19.
28. This Agreement may be terminated at any time by the mutual consent of both Parties.

VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

29. Compliance with the terms of this Agreement in no way affects or relieves PSNS & IMF of its obligation to comply with all applicable requirements of the Act and regulations promulgated thereunder, or other applicable requirements of federal, state, or local law.

VIII. PERMIT OBLIGATIONS

30. This Agreement does not constitute a permit and does not relieve PSNS & IMF of any obligation to apply for, obtain, and comply with the NPDES Permit for its facility.

IX. RIGHT OF ENTRY

31. EPA, its contractors, and other authorized representatives shall have the right to enter the PSNS & IMF facility to conduct any inspection, including but not limited to records inspection, sample testing, or monitoring they believe is necessary to determine PSNS & IMF's compliance with this Agreement. This right of entry shall be subject to and exercised in compliance with all reasonable restrictions imposed by PSNS & IMF for reasons of security. This paragraph in no way affects or expands upon any other right of entry or inspection under federal or state law.

X. DISPUTE RESOLUTION

32. If a dispute arises under this Agreement, the procedures of this Section shall apply. During the pendency of any dispute, PSNS & IMF agrees that it shall continue to implement those portions of this Agreement which are not in dispute. The pendency of any dispute under this Section shall not affect PSNS & IMF's responsibility to perform the work required by this Agreement in a timely manner, except that the time period for completion of work affected by such dispute may, at EPA's discretion, be extended for a period of time not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein.
33. The Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. The EPA Project Manager is Chae Park. The PSNS & IMF Project Manager is Bruce Beckwith. Parties shall provide written notice within five (5) working days of any change of Project Manager that occurs while this Agreement is in effect.
34. Within fourteen (14) working days after PSNS & IMF is aware that any action generates a dispute, PSNS & IMF shall submit to EPA a written statement of dispute setting forth the

nature of the dispute, PSNS & IMF's position with respect to the dispute, and the information PSNS & IMF is relying upon to support its position. If PSNS & IMF does not provide such written statement to EPA within this fourteen (14) day period, PSNS & IMF shall be deemed to have agreed with EPA's position with respect to the dispute.

35. Upon EPA's receipt of the written statement of dispute from PSNS & IMF, the Parties shall engage in dispute resolution among the Project Managers and/or their immediate supervisors. The Parties shall have fourteen (14) working days from the date of receipt by EPA of the written statement of dispute to resolve the dispute. During this period, the Project Managers shall meet or confer as many times as necessary to discuss and attempt resolution of the dispute. If agreement cannot be reached on any issue within this fourteen (14) day period, PSNS & IMF may, within ten (10) working days after the conclusion of the fourteen (14) working days dispute resolution period, submit a written notice to EPA elevating the dispute to the Dispute Resolution Committee ("DRC") for resolution. If PSNS & IMF does not elevate the dispute to the DRC within this ten (10) day period, PSNS & IMF shall be deemed to have agreed with EPA's position with respect to the dispute.
36. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached pursuant to the foregoing paragraphs in this Section. Following elevation of a dispute to the DRC, the DRC shall have thirty (30) calendar days to unanimously resolve the dispute. EPA's designated representative on the DRC is the Director, Office of Compliance and Enforcement, EPA Region 10. PSNS & IMF's designated representative is the Director, Environment, Safety, and Health Department, PSNS & IMF. If a representative to the DRC delegates his/her authority to an alternate, notice

shall be provided to the other Party within three (3) working days.

37. If unanimous resolution by the DRC is not achieved within this thirty (30) day period, a member of the DRC may, within ten (10) working days after the conclusion of the thirty (30) day dispute resolution period, submit a written Notice of Dispute to the Regional Administrator of EPA Region 10 and the PSNS & IMF Commander for final resolution of the dispute. In the event that the dispute is not elevated to the Regional Administrator of EPA Region 10 and the PSNS & IMF Commander within the designated ten (10) working day period, PSNS & IMF shall be deemed to have agreed with the EPA DRC representative's position with respect to the dispute.
38. If a dispute cannot be mutually resolved, EPA Region 10 may take enforcement action as otherwise appropriate.
39. Mutual resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of the Agreement.

XI. FORCE MAJEURE

40. PSNS & IMF's obligations under Section IV, Compliance Program, of this Agreement shall be performed as set forth in this Agreement unless performance is prevented or delayed by a force majeure event. For purposes of this Agreement, "force majeure" is defined as any event arising from causes beyond PSNS & IMF's control which delays or prevents the performance of any obligation under this Agreement, including acts of God or war, labor unrest, and any judicial orders which prevent compliance with the provisions of this Agreement. Force majeure shall not include increased costs of performance of any activity required by this Agreement or the failure to apply for any

required permits or approvals or to provide all information required in a timely manner, nor shall it include the failure of contractors or employees to perform or the avoidable malfunction of equipment.

41. If PSNS & IMF is having difficulty meeting its obligations as set forth in this Agreement due to a force majeure event, it shall notify EPA promptly by telephone of any change in circumstances giving rise to the suspension of performance or the nonperformance of any obligation under this Agreement. In addition, within fourteen (14) working days of the occurrence of circumstances causing such difficulty, it shall provide a written statement to EPA of the reason(s), the anticipated duration of the event and delay, the measures taken and to be taken to prevent or minimize the time and effects of failing to perform or delaying any obligation, and the timetable for the implementation of such measures. Failure to comply with the notice provisions shall constitute a waiver of any claims of force majeure. PSNS & IMF shall adopt all reasonable measures to avoid or minimize any such delay.
42. The burden of proving that any delay is caused by circumstances entirely beyond the control of PSNS & IMF shall rest with PSNS & IMF.

XII. EXTENSIONS

43. The timetable and deadlines under this Agreement may be modified upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by PSNS & IMF shall be submitted in writing and shall specify: the timetable or deadline for which an extension is sought; the length of the extension sought; the good cause for the extension; and any related timetable and deadline or schedule that would be affected if the extension were granted.

44. Good cause exists for an extension when sought in regard to: a force majeure; a delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; a delay caused by failure of a regulatory agency to perform its duties in a timely manner where regulatory action is necessary to proceed with construction and where PSNS & IMF has made a timely and complete request for action from the regulatory agency; and any other event or series of events that the Parties mutually agree constitutes good cause.
45. Within twenty-one (21) calendar days of receipt of a request for an extension of a timetable or deadline, EPA shall advise PSNS & IMF of its position on the request. If EPA does not concur in the extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

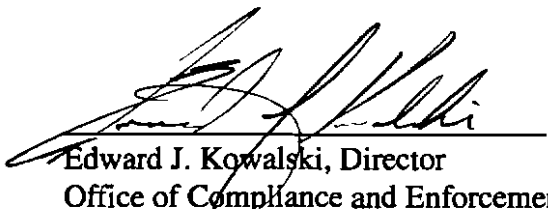
XIII. FUNDING

46. It is the expectation of the Parties to this Agreement that all obligations of PSNS & IMF arising under this Agreement, including any environmentally beneficial projects required, will be fully funded. PSNS & IMF agrees to use every available mechanism to seek sufficient funding through the federal budgetary process to fulfill its obligations under the Agreement.
47. Any requirement for the payment or obligation of funds by PSNS & IMF established by the terms of this Agreement shall be subject to the availability of appropriated funds. Provision herein shall not be interpreted to require obligations or payment of funds in violations of the Anti-Deficiency Act, 31 U.S.C. §1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted within the terms delineated in this Agreement.


48. If appropriated funds are not available to fulfill PSNS & IMF's obligations under this Agreement, EPA reserves the right to initiate an action against any other person, or to take any action which would be appropriate absent this agreement.

XIV. GENERAL PROVISIONS

49. This Agreement was negotiated and executed by the parties in good faith to ensure compliance with the law. No part of this Agreement constitutes or should be interpreted or construed as an admission of fact or of liability under federal, state or local laws, regulations, ordinances, or common law or as an admission of any violations of any laws, regulations, ordinances, or common law. By entering into this Agreement, PSNS & IMF does not waive any claim, right, or defense that it might raise in any other proceeding or action.


Edward J. Kowalski, Director
Office of Compliance and Enforcement
U.S. Environmental Protection Agency
Region 10

5/12/09
Date


M. R. Whitney
Captain, U.S. Navy
Commander
Puget Sound Naval Shipyard & Intermediate Maintenance Facility

5/13/09
Date

Enclosure 1 - PSNS & IMF List of Violations

Date	Outfall #	Pollutant	Type of Violation	Permit Limit	Actual Value	Unit
May-03	021	total suspended solids	daily max	100	109	mg/L
May-03	021	total suspended solids	daily max	100	144	mg/L
Jun-03	096	copper (recoverable)	daily max	0.033	0.034	mg/L
Aug-03	018/18A/96	copper (recoverable)	monthly average	0.44	0.621	lbs/day
Aug-03	018	copper (recoverable)	monthly average	0.019	0.021	mg/L
Aug-03	018/18A/96	copper (recoverable)	daily max	0.77	2.484	lbs/day
Aug-03	018	copper (recoverable)	daily max	0.033	0.082	mg/L
May-04	019	copper (recoverable)	monthly average	0.019	0.025	mg/L
May-04	019	copper (recoverable)	daily max	0.033	0.088	mg/L
May-04	019	copper (recoverable)	daily max	1.44	2.534	lbs/day
Aug-04	019	copper (recoverable)	daily max	0.033	0.047	mg/L
Aug-05	019	copper (recoverable)	monthly average	0.83	1.092	lbs/day
Aug-05	019	copper (recoverable)	daily max	0.033	0.063	mg/L
Aug-05	019	copper (recoverable)	daily max	1.44	4.558	lbs/day
Dec-05	018/18A/96	copper (recoverable)	monthly average	0.44	1.280	lbs/day
Dec-05	018A	copper (recoverable)	monthly average	0.019	0.044	mg/L
Dec-05	018/18A/96	copper (recoverable)	daily max	0.77	2.749	lbs/day
Dec-05	018A	copper (recoverable)	daily max	0.033	0.092	mg/L
Dec-05	018/18A/96	copper (recoverable)	daily max	0.77	1.687	lbs/day
Dec-05	018A	copper (recoverable)	daily max	0.033	0.060	mg/L
Jan-06	018/18A/96	copper (recoverable)	daily max	0.77	1.006	lbs/day
Jan-06	018A	copper (recoverable)	daily max	0.033	0.042	mg/L
Feb-06	21	pH	daily min	6.0	2.6	S.U.
Mar-06	019	copper (recoverable)	monthly average	0.83	0.877	lbs/day
Mar-06	019	copper (recoverable)	daily max	0.033	0.052	mg/L
Mar-06	019	copper (recoverable)	daily max	1.44	2.547	lbs/day
May-06	019	copper (recoverable)	daily max	0.033	0.049	mg/L
May-06	019	copper (recoverable)	daily max	1.44	2.793	lbs/day
Jun-06	021	oil & grease	daily max	15	24.2	mg/L
Jun-06	021	oil & grease	daily max	15	18.4	mg/L
Jul-06	018A	copper (recoverable)	monthly average	0.019	0.020	mg/L
Oct-06	019	copper (recoverable)	monthly average	0.019	0.021	mg/L
Oct-06	019	copper (recoverable)	monthly average	0.83	2.126	lbs/day
Oct-06	019	copper (recoverable)	daily max	0.033	0.072	mg/L
Oct-06	019	copper (recoverable)	daily max	1.44	7.439	lbs/day
Dec-06	019	copper (recoverable)	daily max	1.44	1.779	lbs/day
Jan-07	018/18A/96	copper (recoverable)	monthly average	0.44	0.830	lbs/day
Jan-07	018A	copper (recoverable)	monthly average	0.019	0.029	mg/L
Jan-07	018/18A/96	copper (recoverable)	daily max	0.77	3.137	lbs/day
Jan-07	018A	copper (recoverable)	daily max	0.033	0.108	mg/L
Apr-07	018/18A/96	copper (recoverable)	monthly average	0.44	0.642	lbs/day
Apr-07	018A	copper (recoverable)	monthly average	0.019	0.020	mg/L
Apr-07	018/18A/96	copper (recoverable)	daily max	0.77	1.316	lbs/day
Apr-07	018A	copper (recoverable)	daily max	0.033	0.036	mg/L
Jun-07	018/18A/96	copper (recoverable)	daily max	0.77	1.053	lbs/day
Jul-07	018/18A/96	copper (recoverable)	monthly average	0.44	0.920	lbs/day
Jul-07	018/18A/96	copper (recoverable)	daily max	0.77	1.367	lbs/day

Jul-07	018/18A/96	copper (recoverable)	daily max	0.77	1.680	lbs/day
Jul-07	018/18A/96	copper (recoverable)	daily max	0.77	0.923	lbs/day
Jul-07	019	copper (recoverable)	daily max	0.033	0.051	mg/L
Jul-07	019	copper (recoverable)	daily max	1.44	2.392	lbs/day
Aug-07	018/18A/96	copper (recoverable)	monthly average	0.44	0.845	lbs/day
Aug-07	018	copper (recoverable)	monthly average	0.019	0.028	mg/L
Aug-07	018/18A/96	copper (recoverable)	daily max	0.77	0.843	lbs/day
Aug-07	018/18A/96	copper (recoverable)	daily max	0.77	1.561	lbs/day
Aug-07	018	copper (recoverable)	daily max	0.033	0.050	mg/L
Oct-07	019	copper (recoverable)	daily max	1.44	1.663	lbs/day
Oct-07	019	copper (recoverable)	daily max	1.44	2.433	lbs/day
Nov-07	021	temperature	monthly average	70	73.7	deg F
Dec-07	019	copper (recoverable)	daily max	1.44	1.495	lbs/day
Dec-07	018/18A/96	copper (recoverable)	daily max	0.77	1.039	lbs/day
Dec-07	018	copper (recoverable)	daily max	0.033	0.044	mg/L
Jan-08	019	copper (recoverable)	monthly average	0.83	3.570	lbs/day
Jan-08	019	copper (recoverable)	daily max	1.44	11.350	lbs/day
Jan-08	019	copper (recoverable)	monthly average	0.019	0.039	mg/L
Jan-08	019	copper (recoverable)	daily max	0.033	0.123	mg/L
Feb-08	018/18A/96	copper (recoverable)	monthly average	0.44	0.61	lbs/day
Feb-08	018/18A/96	copper (recoverable)	daily max	0.77	1.32	lbs/day
Jun-08	018/18A/96	copper (recoverable)	monthly average	0.44	0.52	lbs/day
Jun-08	018/18A/96	copper (recoverable)	daily max	0.77	1.01	lbs/day
Jul-08	018/18A/96	copper (recoverable)	monthly average	0.44	0.46	lbs/day
Jul-08	018/18A/96	copper (recoverable)	daily max	0.77	1.73	lbs/day
Jul-08	018	copper (recoverable)	daily max	0.033	0.065	mg/L
Jul-08	019	copper (recoverable)	daily max	1.44	2.56	lbs/day
Jul-08	019	copper (recoverable)	daily max	0.033	0.049	mg/L